



# Manistee County Board of Commissioners

Manistee County Courthouse • 415 Third Street • Manistee, Michigan 49660

CHAIRPERSON  
Allan O'Shea  
VICE-CHAIRPERSON  
Edward Haik

Ken Hilliard  
Ervin Kowalski  
Jim Krolczyk  
Glenn Lottie  
Carl Rutske

CLERK

Marilyn Kliber  
(231) 723-3331

CONTROLLER/ADMINISTRATOR

Thomas Kaminski  
(231) 398-3500

## WAYS & MEANS COMMITTEE

Tuesday, January 12, 2010  
8:30 A.M.

Manistee County Courthouse & Government Center  
Board of Commissioners Meeting Room

### AGENDA

- 1) 8:30 A.M. - Finance Report - Jeri Lyn Prielipp, Financial Assistant
- 2) Review and consideration of renewing Manistee County's Property and Liability Insurance coverage through the Michigan Municipal Risk Management Authority for the 2010 calendar year (APPENDIX A).

#### 2010 PREMIUM OPTIONS AND RECOMMENDATION

2009 Premium = \$262,151 (\$75,000 S.I.R.)  
2010 Premium = \$266,352 (\$75,000 S.I.R) (+\$4,201/+1.6%)  
2010 Alt. Premium = \*\$238,159 (\$100,000 S.I.R) (-\$28,193/-\$23,992)  
2010 Alt. Premium = \$217,779 (\$150,000 S.I.R) (-\$48,573/-\$44,372)

Prices include a \$50,000 deposit into Manistee County's Self-Insured Retention Fund. Balance in the S.I.R. Fund as of 9/30/09 = \$444,113.88, with reported reserves of only \$1,000. 2009/10 County budget for this expense is \$269,000.

\* = Recommendation.

- 3) Consideration of a request from Open Door Assessments, LLC, which is operated by Dawn Stefanski to continue using the Commissioners Room meeting space for the provision of the Alcohol Highway Safety Education and Victim Impact Panel Program that is offered in Manistee County. The Alcohol Safety Education Program is operated by Ms. Stefanski and the Victim Impact Panel is operated by Wanda Joseph, Restorative Justice Specialist. This course is an educationally based prevention program and is usually attended by first offense drinking/drug impaired drivers. These drivers are most often sentenced to attend this program by the 85<sup>th</sup> District Court or another District Court, but the group is not limited to only County of Manistee residents. A room use agreement has been in effect for the past year, with no known negative issues. Both the Victim Impact Panel and the Alcohol Highway Safety Education Program are offered on Saturdays on the following dates in 2010: February 6<sup>th</sup>, April 10<sup>th</sup>, June 5<sup>th</sup>, August 7<sup>th</sup>, October 2<sup>nd</sup>, and December 4<sup>th</sup>. Both organizations have professional liability coverage and premiss liability. It is recommended that the room use agreement between Manistee County and both organizations be renewed for the 2010 calendar year (APPENDIX B).

4) Miscellaneous Information/Discussion Items.

A) Set 2010 meeting schedule.

If meetings continue to be held on the 2<sup>nd</sup> Tuesday of the month at 8:30 A.M., with the exception of April and October, the meeting dates would be as follows (APPENDIX C = 2010 calendar):

February 9, 2010	August 10, 2010
March 9, 2010	September 14, 2010
April 20, 2010 (3 <sup>rd</sup> Tuesday)	October 19, 2010 (3 <sup>rd</sup> Tuesday)
May 11, 2010	November 9, 2010
June 8, 2010	December 14, 2010
July 13, 2010	

B) Discussion regarding correspondence mailed to the Great Lakes Renewable Energy Association on October 27, 2009. To date there has been no response to this letter, which requests 2007, 2008 and 2009 Michigan Energy Fair audit and financial statements (APPENDIX D).

C) Consideration of a request from Ford Stone, Prosecuting Attorney, to spend \$2,218 from the Prosecuting Attorney Contingency Surplus Fund to be used for reimbursement of education related expenses for an employee of his office.

5) 9:00 A.M. - Ford Stone, Prosecuting Attorney and Ed Haik, representing the County Fair Board, will be present to participate in a discussion regarding a condition of sale issue which has surfaced since closing on the purchase of lots 38, 39, 40, and 41, in the D. Hugh Kenny Subdivision. This property was recently purchased by Manistee County for Fair Board use from Onkama Marine, Inc. (APPENDIX E).

6) Other Items from Committee Members.

7) Adjournment.

## MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY COVERAGE OVERVIEW

**Member:** County of Manistee **Member No:** 29  
**Date of Original Membership:** June 01, 1983  
**Overview Dates:** January 01, 2010 to January 01, 2011  
**Member Representative:** Thomas Kaminski **Telephone #:** (231) 723-4575  
**Regional Risk Manager:** Ibex Insurance Agency **Telephone #:** (248) 538-0470

### A. Introduction

The Michigan Municipal Risk Management Authority (hereinafter "MMRMA") is created by authority granted by the laws of the State of Michigan to provide risk financing and risk management services to eligible Michigan local governments. MMRMA is a separate legal and administrative entity as permitted by Michigan laws. **County of Manistee** (hereinafter "Member") is eligible to be a Member of MMRMA. **County of Manistee** agrees to be a Member of MMRMA and to avail itself of the benefits of membership.

**County of Manistee** is aware of and agrees that it will be bound by all of the provisions of the Joint Powers Agreement, Coverage Documents, MMRMA rules, regulations, and administrative procedures.

This Coverage Overview summarizes certain obligations of MMRMA and the Member. Except for specific coverage limits, attached addenda, and the Member's Self Insured Retention (SIR) and deductibles contained in this Coverage Overview, the provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulations, and administrative procedures shall prevail in any dispute. The Member agrees that any dispute between the Member and MMRMA will be resolved in the manner stated in the Joint Powers Agreement and MMRMA rules.

### B. Member Obligation - Deductibles and Self Insured Retentions

**County of Manistee** is responsible to pay all costs, including damages, indemnification, and allocated loss adjustment expenses for each occurrence that is within the Member's Self Insured Retention (hereinafter the "SIR"). **County of Manistee's** SIR and deductibles are as follows:

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**Table I**  
**Member Deductibles and Self Insured Retentions**

COVERAGE	DEDUCTIBLE	SELF INSURED RETENTION
Liability	None	\$75,000
Vehicle Physical Damage	\$1,000 / Vehicle	\$15,000 / Vehicle \$30,000 / Occurrence
Property and Crime	\$1,000 / Occurrence	10% of the remaining up to \$100,000 of loss
Sewage System Overflow	N/A	N/A

The Member must satisfy all deductibles before any payments are made from the Member's SIR or by MMRMA.

The **County of Manistee** is afforded all coverages provided by MMRMA, except as listed below:

1. Sewage System Overflow
- 2.
- 3.
- 4.

All costs including damages and allocated loss adjustment expenses are on an occurrence basis and must be paid first from the Member's SIR. The Member's SIR and deductibles must be satisfied fully before MMRMA will be responsible for any payments. The most MMRMA will pay is the difference between the Member's SIR and the Limits of Coverage stated in the Coverage Overview.

**County of Manistee** agrees to maintain, at all times, on account with MMRMA, sufficient funds to pay its SIR obligations. The Member agrees to abide by all MMRMA rules, regulations, and administrative procedures pertaining to the Member's SIR.

### **C. MMRMA Obligations - Payments and Limits of Coverage**

After the Member's SIR and deductibles have been satisfied, MMRMA will be responsible for paying all remaining costs, including damages, indemnification, and allocated loss adjustment expenses to the Limits of Coverage stated in Table II. The Limits of Coverage include the Member's SIR payments.

The most MMRMA will pay, under any circumstances, which includes payments from the Member's SIR, per occurrence, is shown in the Limits of Coverage column in Table II. The Limits of Coverage includes allocated loss adjustment expenses.

**TABLE II**  
**Limits of Coverage**

(A-3)

<b>Liability and Motor Vehicle Physical Damage</b>	<b>Limits of Coverage Per Occurrence</b>		<b>Annual Aggregate</b>	
	<b>Member</b>	<b>All Members</b>	<b>Member</b>	<b>All Members</b>
1 Liability	15,000,000	N/A	N/A	N/A
2 Judicial Tenure	100,000	N/A	N/A	N/A
3 Sewage Systems Overflows	0	N/A	0	N/A
4 Volunteer Medical Payments	25,000	N/A	N/A	N/A
5 First Aid	2,000	N/A	N/A	N/A
6 Vehicle Physical Damage	1,500,000	N/A	N/A	N/A
7 Uninsured/Underinsured Motorist Coverage (per person)	100,000	N/A	N/A	N/A
Uninsured/Underinsured Motorist Coverage	250,000	N/A	N/A	N/A
8 Michigan No-Fault	Per Statute	N/A	N/A	N/A
9 Terrorism	5,000,000	N/A	N/A	5,000,000

<b>Property and Crime</b>	<b>Limits of Coverage Per Occurrence</b>		<b>Annual Aggregate</b>	
	<b>Member</b>	<b>All Members</b>	<b>Member</b>	<b>All Members</b>
1 Buildings and Personal Property	33,029,630	300,000,000	N/A	N/A
2 Personal Property in Transit	1,000,000	N/A	N/A	N/A
3 Unreported Property	5,000,000	N/A	N/A	N/A
4 Member's Newly Acquired or Constructed Property	5,000,000	N/A	N/A	N/A
5 Fine Arts	1,000,000	N/A	N/A	N/A
6 Debris Removal (25% of insured direct loss plus)	25,000	N/A	N/A	N/A
7 Money and Securities	1,000,000	N/A	N/A	N/A
8 Accounts Receivable	1,000,000	N/A	N/A	N/A
9 Fire Protection Vehicles, Emergency Vehicles, and Mobile Equipment (Per Unit)	2,000,000	10,000,000	N/A	N/A
10 Fire and Emergency Vehicle Rental (12 week limit)	1,000 per week	N/A	N/A	N/A
11 Structures Other Than a Building	5,000,000	N/A	N/A	N/A
12 Storm or Sanitary Sewer Back-Up	1,000,000	N/A	N/A	N/A
13 Marine Property	250,000	N/A	N/A	N/A
14 Other Covered Property	10,000	N/A	N/A	N/A
15 Income and Extra Expense	1,000,000	N/A	N/A	N/A
16 Blanket Employee Fidelity	1,000,000	N/A	N/A	N/A
17 Earthquake	5,000,000	N/A	5,000,000	100,000,000
18 Flood	5,000,000	N/A	5,000,000	100,000,000
19 Terrorism	50,000,000	50,000,000	N/A	N/A

**D. Contribution for MMRMA Participation**

(A-4)

**County of Manistee**

**Period: January 01, 2010 to January 01, 2011**

Coverages per Member Coverage Overview:	\$	203,810
Stop Loss Coverage:	\$	12,542
Member Loss Fund Deposit:	\$	50,000
<u>TOTAL ANNUAL CONTRIBUTIONS:</u>	\$	266,352

**E. List of Addenda**

1. Sewer Exclusion
2. Limited Liability Coverage for Terrorism
3. Limited Property Coverage for Terrorism
4. Stop Loss Program Participation Agreement

**Accepted by:**

**County of Manistee**

**MMRMA**

\_\_\_\_\_  
**Member Representative**

  
\_\_\_\_\_  
**MMRMA Representative**

\_\_\_\_\_  
**Date**

12-16-09  
\_\_\_\_\_  
**Date**

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## Optional Quotation

### County of Manistee

The Michigan Municipal Risk Management Authority offers the following options with regard to this coverage renewal:

☐ **Optional Limit of Liability per Occurrence**

\$5,000,000      \$10,000,000      \$15,000,000

Coverages per Overview

Stop Loss Coverage

Member Retention Fund

Total Annual Contribution

☒ **Optional Self Insured Retention per Occurrence**

\$100,000      \$150,000

Coverages per Overview      \$176,624      \$157,252

Stop Loss Coverage      11,535      10,527

Member Retention Fund      50,000      50,000

Total Annual Contribution      \$238,159      \$217,779

☐ **Sewage System Overflows Coverage**

\$500,000 Limit of Liability per Occurrence

\$500,000 Annual Aggregate

Additional annual contribution: \$

## ADDENDUM

(A-6)

### SEWAGE EXCLUSION

#### **This Addendum Modifies the Liability and Motor Vehicle Physical Damage Coverage Document**

##### A. Definitions

Section 4 of the Liability and Motor Vehicle Physical Damage Coverage Document is amended to include the following definition:

16. **SEWAGE**

means any human or animal bodily fluids or solids. Sewage also means any toxins or bacteria including, by way of illustration but not limitation, e coli. Sewage also means any microbes or viruses including, by way of illustration but not limitation, Hepatitis A or B, HIV, and other AIDS viruses. Sewage also means any pathogens, carcinogens, diseased or disease-carrying organism, spores, chemicals, fertilizers or any other elements of sewage including, by way of illustration but not limitation, combined sewage overflow, groundwater, rainwater, debris, sewer gases, vapors, odors, liquids, or solids. Sewage also means any sewage effluent of every kind, nature, and description, and/or any other gases, liquids, solids, or components of sewage which may be contained in solution, whether fully treated, partially treated, or untreated.

##### B. Exclusion

Section 2 of the Liability and Motor Vehicle Physical Damage Coverage Document is amended to include the following exclusion:

T. the actual, alleged, or threatened discharge, dispersal, release, seepage, migration or escape of water, groundwater, rainwater, sewage, solids, liquids or waste:

- (a) at or from any real or personal property the Member owns, rents, or occupies;
- (b) at or from any site or location used by or for the member, or others, for transporting, handling, storage, disposal, processing, or treatment;
- (c) which at any time are transported, handled, stored, treated, disposed of or processed by or from the Member or any person or organization for whom the Member may be legally responsible;
- (d) from sewers, drains, or sumps into, on or upon any person or property of any other party including, by way of illustration but not limitation, structures, buildings, residences, and basements.



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## **ADDENDUM**

### **Limited Liability Coverage for Terrorism**

#### **This Addendum Modifies the Liability and Motor Vehicle Physical Damage Coverage Document**

##### **A. Limited Liability Terrorism Coverage, Procedures, Exclusions.**

1. Limited Liability Coverage for Terrorism shall be a separate and distinct coverage from any other coverage provided to the Members by MMRMA.
2. The definitions in Section 4 of the Liability and Motor Vehicle Physical Damage Coverage Document shall apply to Limited Liability Coverage for Terrorism.
3. The Member Duties, Responsibilities, Other Conditions stated in Section 5 of the Liability and Motor Vehicle Physical Damage Coverage Document shall apply to Limited Liability Coverage for Terrorism.
4. The deductibles and retention for liability, if any, stated in the Coverage Overview shall apply to Limited Liability Coverage for Terrorism in the same manner as they apply to any other liability coverage. Terrorism is the only subject of coverage included in this Addendum.

##### **B. Definitions**

For the purposes of this Addendum, Terrorism shall mean an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

##### **C. Limitations of Coverage**

1. MMRMA will pay for any loss as defined in Sections 1 and 2 of the Liability and Motor Vehicle Physical Damage Coverage Document, caused by terrorism, the actual loss up to a \$5,000,000 limit.
2. Terrorism payments are further limited by a \$5,000,000 terrorism aggregate loss limit. If covered losses by all Members exceed said aggregate loss limit, the most MMRMA will pay is the aggregate loss limit. The aggregate loss limit shall apply for all losses occurring in a July 1 - June 30 calendar year. Each Member will share in said aggregate loss limit in the same percentage that the Member's covered loss is of the total covered losses of all Members.
3. This coverage excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in any way connected with any of the following, regardless of any other cause or event contributing concurrently or in any sequence to the loss:

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- a. Any act of bio-terrorism; or
- b. Any act of nuclear terrorism; or
- c. Any act of chemical terrorism; or
- d. Any act designed to release germs that cause epidemical disease.

For the purpose of this Addendum, an act of bio-terrorism, nuclear terrorism, chemical terrorism and/or designed to release germs that cause epidemical disease shall mean an act, including but not limited to the use of force or violence and/or the threat thereof, involving or resulting in the release of biological or chemical agents or nuclear materials or germs, by an person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), apparently committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Addendum also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a), (b), (c) and/or (d) above.

(A-9)

## **ADDENDUM**

### **Exclusion of Certified Acts and Other Acts of Terrorism With Limited Property Terrorism Coverage**

#### **This Addendum Modifies the Property and Crime Coverage Document**

##### **A. Limited Property Terrorism Coverage and Procedures.**

1. Limited Property Terrorism Coverage shall be a separate and distinct coverage from any other coverage provided to the Members by MMRMA. The provisions of this addendum shall be controlling.
2. The definitions in Section 9 of the Property and Crime Coverage Document shall apply to Limited Property Terrorism Coverage.
3. The Member's Duties, and Other Procedures Relating to a Property, Income or Extra Expense Claim stated in Section 6 of the Property and Crime Coverage Document shall apply to Limited Property Terrorism Coverage.
4. The deductibles and retention for property and crime, if any, stated in the Coverage Overview shall apply to Limited Property Terrorism Coverage in the same manner as they apply to any other property coverage.

##### **B. Definitions**

1. "Certified Act of Terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the Federal Terrorism Risk Insurance Act of 2002. The criteria contained in that Act for a "certified act of terrorism" include the following:
  - a. The act resulted in aggregate losses in excess of \$5 million; and
  - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
2. "Other Act of Terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure:

(A-10)

- a. That is committed by an individual or individuals and appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion; and
- b. That is not certified as a terrorist act pursuant to the Federal Terrorism Risk Insurance Act of 2002.

C. Exclusion of Certified Acts and Other Acts of Terrorism

Except as provided under Section D of this Addendum, MMRMA will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism" or an "other act of terrorism". Such loss or damage is excluded regardless of any other cause of event that contributes concurrently or in any sequence to the loss.

D. Limited Property Terrorism Coverage and Exclusions

Limited Property Terrorism Coverage is extended to include direct physical loss or damage caused by or resulting from a "Certified Act of Terrorism" or an "Other Act of Terrorism," but only as described and limited in provisions 1. through 4. below:

1. This Limited Property Terrorism Coverage does not apply to any "Certified Act of Terrorism" or "Other Act of Terrorism" when one or both of the following are attributed to such act:
  - a. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
  - b. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.
2. The exclusion of "Certified Acts of Terrorism" and "other Acts of Terrorism" in Section C of this Addendum does not apply to this Limited Property terrorism Coverage. But all other exclusions and all limitations applicable to the Property and Crime Coverage Document, including but not limited to the War and Military Action exclusion and the Nuclear Hazard exclusion, apply to loss or damage under this Limited Property Terrorism Coverage.
3. Regardless of the number of locations, items or types of property or coverages involved, the most MMRMA will pay, per occurrence, under this Limited Property Terrorism Coverage for all loss or damage

(A-11)

caused by or resulting from all incidents of "certified acts of terrorism" or "other acts of terrorism" is \$50,000,000. Multiple incidents of "certified acts of terrorism" and "other acts of terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one occurrence under this Limited Property Terrorism Coverage. This limit is part of, and does not increase the Limits of Coverage stated in the Coverage Overview.

(A-12)

## ADDENDUM

### STOP LOSS PROGRAM PARTICIPATION AGREEMENT

#### Optional

The Stop Loss Program limits the Member's cash payments during a July 1 - June 30 year for those costs falling within the Member's SIR. The Stop Loss Program responds only to cumulative Member SIR payments, including damages, indemnification, and allocated loss adjustment expenses, within a July 1 - June 30 calendar year. The paid costs include payments for any coverage provided to the Member by MMRMA provided that the costs are actually paid within the July 1 - June 30 period. On July 1 of each year, the Member's paid costs accumulate from zero.

If the Member has chosen to participate in the Stop Loss Program, and if the Member's paid costs exceed the member's entry point, the Stop Loss Program will pay, until July 1, all costs that would, in the absence of the Stop Loss Program, be paid from the Member's SIR. **County of Manistee's** entry point is \$175,000. Withdrawing Members do not participate in the Stop Loss Program after the date of withdrawal.

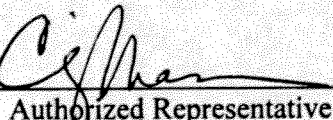
The Member agrees to be bound by MMRMA rules relating to the Stop Loss Program.

Accepted by:

\_\_\_\_\_  
Member Representative

Date: \_\_\_\_\_

MMRMA

  
\_\_\_\_\_  
Authorized Representative

Date: 12-16-09

(A-13)

**MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY  
STATEMENT OF CHANGES IN MEMBER RETENTION FUND  
FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2009**

**MEMBER:** 00029 - Manistee, County of

**Receipts:**

Member Contributions Received - Regular	\$0.00
Member Contributions Received - Additional	\$0.00
Investment Earnings	\$ 5,354.65
Other Receipts	\$0.00

Total Receipts	\$ 5,354.65
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**Claims & Related Payments:**

Pool Deductible Receipts	\$0.00
Claims Paid	(\$ 24,642.11)
Defense Costs Paid	\$0.00
Reinsurance Recoveries	\$ 8,878.10
Subrogation Recoveries	\$0.00
Stop Loss Recoveries	\$0.00

Net Claims & Related Payments	(\$ 15,764.01)
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**Other Payments:**

Interest Charges	\$0.00
Meeting Expenses	(\$ 172.00)
State Mandated Expenses	\$0.00
General Legal Fees	\$0.00
Funds Returned	\$0.00

Total Other Payments	(\$ 172.00)
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Net Contribution to Retention Fund  
for three months ended September 30, 2009

(\$ 10,581.36)

Add Beginning Balance @ July 1, 2009

\$ 454,695.24

**Ending Balance @ September 30, 2009**

**\$ 444,113.88**

**Reported Reserves at September 30, 2009**

**\$ 1,000.00**

-- This statement is on a cash basis --

(APPENDIX B-1)

Open Door Assessments LLC  
Dawn Stefanski LBSW, CAC R  
PO Box 914  
Manistee, MI 49660  
231-723-1132  
[opendoorllc@charter.net](mailto:opendoorllc@charter.net)

RECEIVED  
JAN 06 2010

January 2, 2010

Thomas Kaminski, County Controller  
415 Third St.  
Manistee, MI 49660

re: Room Use Contract

Dear Mr. Kaminski,

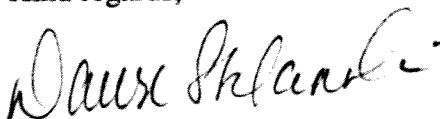
Given that the contract that I have with Manistee County for use of the commissioners room for the provision of AHSE/VIP presentations, will expire in February 2010, I am writing with the hopes of continuing this arrangement for another year.

I must say thank you to both the county controller/administrator and the board of commissioners for allowing this arrangement. Over the past year, this court ordered program has become much more professional, handicap accessible, and better organized with the use of this larger room. I, as a presenter, also feel safer in this location. This year the course has met 6 times (bi monthly) and has served between 12 and 25 people per meeting time, all indicating an improvement in their knowledge base related to alcohol use and an improvement in motivation to not drink and drive. This is what the course is created for, and so far, it has been a success.

I have attached 2 blank room use agreements for signature and a copy of when the classes will be held in 2010. My liability insurance is due to be renewed in February as well and I will provide an updated record of this to the controller when it is received.

Again, thank you so much for allowing this arrangement that has allowed our county AHSE/VIP program become a success. Please do not hesitate to contact me with any questions or concerns.

Kind regards,

  
Dawn Stefanski



(B-2)

ROOM USE AGREEMENT  
Between  
Manistee County and Open Door Assessments LLC

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2010 by and between  
Open Door Assessments LLC/Dawn Stefanski and Manistee County.

It is hereby agreed, as follows:

- A. That this agreement refers to the Manistee County Courthouse - located at 415 Third St., Manistee, MI 49660.
- B. This agreement allows Open Door Assessments LLC/Dawn Stefanski, use of the County Commissioners Meeting Room (or otherwise designated meeting space approved by the County Controller/Administrator), for instruction of Alcohol Highway Safety Education/Victims Impact/Drunk Driving Impact Panel. This program is for groups of OWI and MIP offenders ordered to attend by the court system.
- C. Open Door Assessments LLC/Dawn Stefanski agrees:
  - 1. To provide the Controller/Administrator advance notice of times/dates/sizes of all classes for approval.
  - 2. To carry and provide a copy to, the Controller/Administrator of both professional and general liability insurance.
  - 3. To follow all building rules, and leave the meeting room in its original order.
- D. Manistee County agrees:
  - 1. To allow use of the county commissioners meeting room, or other designated meeting area so approved by the controller/administrator, for instruction of the Alcohol Highway Safety Education/Victims Impact/Drunk Driving Impact Program.
  - 2. To allow direct entrance into the commissioner's meeting room from Third Street for program instructor/participants.
  - 3. To allow access to first floor bathrooms, elevator, and wheelchair if so needed, for program participants.

This agreement shall be effective for 1 year from the date of signing.

Manistee County

Open Door Assessments LLC

\_\_\_\_\_  
Thomas Kaminski, County Controller      Date

\_\_\_\_\_  
Dawn Stefanski      Date

(B-3)

ALCOHOL HIGHWAY SAFETY EDUCATION CLASSES (AHSE)  
MANISTEE AND BENZIE COUNTIES

**MANISTEE CLASSES**

AND

**BENZIE CLASSES**

Open Door Assessments LLC  
Dawn Stefanski LBSW, CAC R  
PO Box 914  
Manistee, MI 49660  
231-723-1132

Green Light Assessments  
PO Box 26  
Benzonia, MI 49616  
231-534-5505

Classes alternate between the 2 counties approximately every 4 weeks. All information provided is similar. Classes are held on Saturdays and last from 9-1:00 and are usually followed by the Victims Impact Panel. **Please call the above number to register in advance.** Cost for AHSE is \$80, payable at the time of the class.

**Manistee Classes held at:**

Manistee Courthouse  
Commissioners Room  
415 Third St  
Manistee, MI 49660

**Benzie Classes held at:**

Health Department Bldg  
6051 Frankfort Hwy  
Benzonia, MI 49616

**Manistee Schedule:**

February 6, 2010

April 10, 2010

June 5, 2010

August 7, 2010

October 2, 2010

December 4, 2010

**Benzie Schedule:**

January 9, 2010

March 6, 2010

May 1, 2010

July 10, 2010

September 11, 2010

November 6, 2010

January 8, 2011

To register for the additional **Victims Impact Panel**, held following the AHSE classes, please call **Wanda Joseph in advance at: 231- 477-5381**. The cost for VIP is \$20.

**Please note: this schedule and location of the classes are tentative and subject to change.**

# BALANCED AND RESTORATIVE JUSTICE

## Victim Impact Panels Manistee and Benzie Counties

11171 Kerry Rd., Brethren, MI 49619 231-477-5381

January 2, 2010

RECEIVED  
JAN 12 2010

Manistee County Commission  
Tom Kaminski, Administrator  
415 Third Street  
Manistee, MI 49660

Dear Mr. Kaminski and Commissioners:

I organize and conduct a Victim Impact Panel as part of the larger program of Balanced and Restorative Justice for Manistee and Benzie Counties. I am writing to request the use of the commissioners' room.

The Victim Impact Panel is offered in coordination with the Alcohol Highway Safety Education program, taught by Dawn Stefanski. The Panel and the class are made available to the public and individuals who have been ordered to attend by the 85<sup>th</sup> District Court for driving/drug related offenses. The Alcohol Highway Safety Class and Victim Impact Panels are held on Saturdays, with the class starting at 9am and the Panel starting at 1:30. The Panel is completed by 3pm and we will be able to be out of the room at that time. I am requesting the use of the Commissioners' Room for the following dates in 2010: February 6, April 10, June 5, August 7, October 2, and December 4.

Speakers on the Victim Impact Panel have suffered a loss due to a drunk driving crash. They are willing to share their story of loss in the hope that it will challenge the participants to make the choice to not drink and drive.


Our use of the room requires simply the chairs for the participants and the chairs/desks for the panel speakers. We occasionally use a video but I will coordinate the use of the portable video equipment with Dawn Stefanski and the Highway Safety class. We will return the room to the original setting when we leave.

The participants will enter and exit from the Third Street entrance; unless a handicap accessible entrance is required. I appreciate your consideration of our use of the meeting room. It will provide a central location for our panelists and participants.

I have professional liability coverage that includes Premises Liability. I enclose a copy of the insurance declaration.

Please contact me if you need any more information about our program.

Best wishes for a healthy new year,

  
Wanda Joseph  
Restorative Justice Specialist  
[wandajoseph@gmail.com](mailto:wandajoseph@gmail.com)

Commissioners Copy

(B-5)

ROOM USE AGREEMENT  
Between  
Manistee County and Wanda Joseph and Victim Impact Panels

This agreement made and entered into this 4th day of January, 2010 between Wanda Joseph and Manistee County.

It is hereby agreed, as follows:

- A. That this agreement refers to the Manistee County Courthouse – located at 415 Third Street, Manistee, MI 49660.
- B. This agreement allows Wanda Joseph and Victim Impact Panels, the use of the County Commissioners Meeting Room (or otherwise designated meeting space approved by the County Controller/Administrator), for conducting Victim Impact Panels.
- C. Wanda Joseph agrees:
  - 1. To provide the Controller/Administrator advance notice of times/dates/sizes of all classes for approval.
  - 2. To carry and provide a copy to, the Controller/Administrator, of professional liability with coverage for Premises Liability.
  - 3. To follow all building rules, and to leave meeting room in its original order.
- D. Manistee County agrees:
  - 1. To allow use of county commissioners' meeting room, or other designated meeting area so approved by the Controller/Administrator, for instruction of the Alcohol Highway Safety Education and Victims Impact Program.
  - 2. To allow direct entrance into the commissioner's meeting room from Third Street for program instructor and participants.
  - 3. To allow access to first floor bathrooms for program participants.
- E. This agreement shall be effective for 1 year from the date of signing.

Manistee County

Representative

Date

Victim Impact Panels

Wanda Joseph

Date

*Wanda Joseph* 1/04/10

(APPENDIX C)

## Calendar for year 2010 (United States)

January						
Su	Mo	Tu	We	Th	Fr	Sa
					①	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	⑮	19	20	21	22	23
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31						

February						
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28						

March						
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April						
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May						
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June						
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November						
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28	29	30				

December						
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23	24	25	26	27	28	29
30	①	②				

**HOLIDAYS ARE CIRCLED**



# Manistee County Board of Commissioners

Manistee County Courthouse • 415 Third Street • Manistee, Michigan 49660

*Mailed 11/13/09*

CHAIRPERSON  
Allan O'Shea  
VICE-CHAIRPERSON  
Edward Haik

Ken Hilliard  
Ervin Kowalski  
Jim Krolczyk  
Glenn Lottie  
Carl Rutske

**CLERK**

Marilyn Kliber  
(231) 723-3331

**CONTROLLER/ADMINISTRATOR**

Thomas Kaminski  
(231) 398-3500

*(APPENDIX D-1)*

October 27, 2009

Great Lakes Renewable Energy Association  
Attn: Director  
257 South Bridge Street  
Diamondale, MI 48821

RE: Request for 2007, 2008, 2009 Michigan Energy Fair Audited Financial Statements

Dear Director:

As you are well aware, the Michigan Energy Fair was hosted by Manistee County at the Manistee County Fairgrounds in Onekama, Michigan, for the past several years. Several County Commissioners and numerous volunteers, as well as County administrative staff contributed to the planning and operation of this large event. In addition, the Manistee County Board of Commissioners appropriated \$4,000 per year to cover rental fees associated with the use of the fairgrounds for the event. The County's public transportation service and various law enforcement agencies also contributed to this event.

As a result of the County-wide participation, the Manistee County Board of Commissioners and its Ways & Means Committee are requesting that the Great Lakes Renewable Energy Association provide the Board with audited financial statements for the Energy Fair which was held in 2007, 2008 and 2009. These financial statements should include statistics on attendance as well as profit and loss statements. It is our understanding that Chairman O'Shea has requested these financial statements several times, with the most recent being in correspondence dated July 13, 2009.


If you would like, we can schedule a time on the County's November or December Board meeting agenda for you to make a verbal report on the Michigan Energy Fair's financial statements and on the successes and failures of holding the fair at this location. Written financial statements as well as scheduling a time to meet with the Board can be directed to Mr. Thomas D. Kaminski, Manistee County Controller/Administrator, 415 Third Street, Manistee, MI 49660, by phone at 231-398-

(D-2)

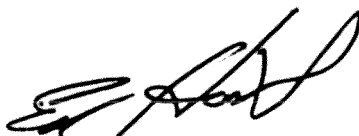
3500, or by email to [tdkaminski@manisteecountymi.gov](mailto:tdkaminski@manisteecountymi.gov).

The Board looks forward to hearing from you soon.

Sincerely,



B. Allan O'Shea, Chair  
District 2 Commissioner



Ed Haik, Vice-Chair  
District 5 Commissioner



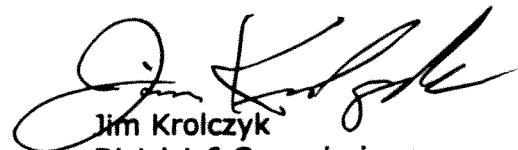
Ken Hilliard  
District 1 Commissioner



Glenn Lottie  
District 3 Commissioner

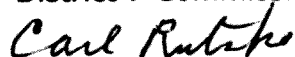


Ervin Kowalski  
District 4 Commissioner



Jim Krolczyk  
District 6 Commissioner

Carl Rutske  
District 7 Commissioner



CC: Thomas D. Kaminski, Manistee County Controller/Administrator

[m h:\correspondence\glree 102709]

## PURCHASE AGREEMENT

(APPENDIX E-1)

1. The undersigned Purchaser, **MANISTEE COUNTY**, a County organized under the laws and statutes of the State of Michigan, whether one or more, of 415 Third Street, Manistee, MI 49660 hereby offers and agrees to purchase the following described real property in the Township of Onekama, County of Manistee, and State of Michigan, to-wit:  
  
**LOTS THIRTY-EIGHT (38), THIRTY-NINE (39), FORTY (40) AND FORTY-ONE (41), D. HUGH KENNY SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 4 OF PLATS, PAGE 48; EXCEPT THE WEST 27 FEET OF LOT 41 FOR HIGHWAY. Tax ID #51-11-250-038-00, 039-00, 040-00.**
2. The Purchaser acknowledges receipt of a Seller's Disclosure Statement regarding the property being purchased and herein described.
3. Oil, gas and related hydrocarbons are being retained by the Seller, to the extent they are owned.
4. The purchase price shall be fifty thousand dollars (\$50,000.00).
5. The sale will be completed by the following method: Purchaser represents that the funds necessary to close this transaction on the terms specified below are currently available to Purchaser in cash or an equally liquid equivalent. Conveyance of the property shall be by Warranty Deed, conveying marketable title. This is a cash transaction.
6. All matters related to but not limited to zoning, soil borings, franchising, matters of survey, use permits, drain assessments, rights of way, etc., are to be secured and paid for by Purchaser unless otherwise specified in other provisions of this agreement.
7. Seller shall deliver accept possession at the time of completion of the sale.
8. Purchaser has personally inspected the property and accepts it in its "AS IS" present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this contract.
9. Purchaser acknowledges that no representations or warranties of any kind, expressed or implied, have been made to Purchaser about the property or its condition except as stated in Seller's Disclosure, or as to the location of lot lines by Seller, or anyone acting on behalf of Seller. Seller expressly disclaims any such warranties.



(E-2)

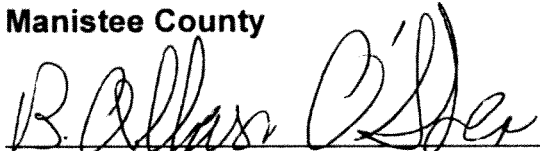
10. This contract binds Purchaser, Seller, their personal representatives and heirs, any anyone succeeding to their interest in the property. Purchaser shall not assign this contract without Seller's prior written permission.
11. The closing may be conducted by a title company or other suitable escrow agent. The parties agree to equally divide the closing costs.

WITNESSED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PURCHASER:

**Manistee County**


  
By B. Allan O'Shea, Chairperson  
Manistee Co. Board of Commissioners

WITNESSED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SELLER:

**Onekama Marine, Inc.**

  
By Theodore Bromley  
Its Vice President.

Seller and Purchaser acknowledge receipt of a copy of this Purchase Agreement on the date of execution, December 18, 2009.

(F-3)

**LEASE**

THIS AGREEMENT, made on December 18, 2009, BETWEEN **MANISTEE COUNTY**, hereafter "Lessor," a County organized under the laws and statutes of the State of Michigan, whether one or more, of 415 Third Street, Manistee, MI 49660; AND **ONEKAMA MARINE, INC.**, hereafter "Lessee," a Michigan corporation, whether one or more.

WHEREAS Lessor agrees to lease and Lessee agrees to rent real property located in the County of Manistee, State of Michigan and Township of Onekama, commonly known as the Manistee County Fairgrounds.

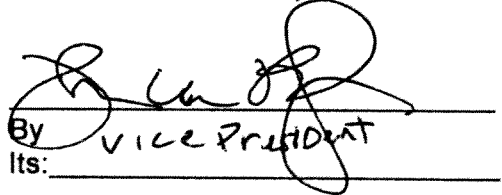
IT IS AGREED AS FOLLOWS:

- That Onekama Marine, Inc. shall receive one year full free storage at a value of \$10,500.00 per year;
- That Onekama Marine, Inc. shall receive two years half price storage at a value of \$5,250.00 per year.

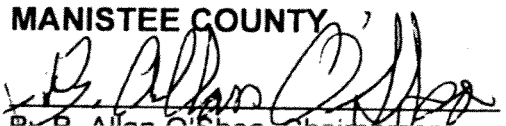
IT IS FURTHER AGREED that during the three (3) year term of this Lease, **ONEKAMA MARINE, INC.** may keep and maintain its signage on Lot 41, D. Hugh Kenny Subdivision, and may park and display boats adjacent to its signage for advertising purposes.

Dated: Dec. 18, 2009

**ONEKAMA MARINE, INC.**

By   
Its: VICE PRESIDENT

Dated: Dec. 18, 2009

**MANISTEE COUNTY**  
  
By B. Allan O'Shea, Chairperson  
Manistee County Board of Commissioners

(E-4)

**WARRANTY DEED**

THIS INDENTURE, made on December 18, 2009, BETWEEN **ONEKAMA MARINE, INC.**, a Michigan corporation, hereinafter "GRANTOR", whether one or more, of P.O. Box 210, Onekama, Michigan 49675; AND **MANISTEE COUNTY**, a County organized under the laws and statutes of the State of Michigan, hereinafter "GRANTEE", whether one or more, of 415 Third Street, Manistee, Michigan.

**WITNESSETH:**

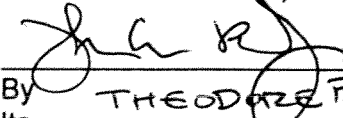
That the GRANTOR, for and in consideration of FIFTY THOUSAND (\$50,000.00) DOLLARS, to it in hand paid by the GRANTEE, the receipt whereof is hereby confessed and acknowledged, does by these presents CONVEY AND WARRANT unto the said GRANTEE and to its heirs and assigns all that certain piece or parcel of land situated and being in the Township of Onekama, County of Manistee, State of Michigan, and described as follows:

**LOTS THIRTY-EIGHT (38), THIRTY-NINE (39), FORTY (40) AND FORTY-ONE (41), D. HUGH KENNY SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 4 OF PLATS, PAGE 48; EXCEPT THE WEST 27 FEET OF LOT 41 FOR HIGHWAY. Tax ID #51-11-250-038-00, 039-00, 040-00.**

Subject to easements and building and use restrictions of record. This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act. The Grantor grants to the Grantee the right to make all available divisions under Section 108 of the Land Division Act, Act. No. 288 of the Public Acts of 1967, as amended.

When applicable, pronouns and relative words shall be read as plural, feminine or neuter. IN WITNESS WHEREOF, the said Grantor has hereunto set his hand the day and year first above written.

**ONEKAMA MARINE, INC.**

By   
Its THEODORE Bromley  
Vice-President

(E-5)

STATE OF MICHIGAN       )  
  )ss.  
COUNTY OF MANISTEE    )

On December 18, 2009, before me, a Notary Public in and for said County, personally appeared THEODORE BROMLEY on behalf of Onekama Marine, Inc., its VICE PRESIDENT, to me known to be the same person described herein and who executed the within instrument and acknowledged the same to be his free act and deed.

Patsy A. Jackson  
Notary Public - State of Michigan  
COUNTY OF MANISTEE  
My commission exp. 09/19/2013  
Acting in the County of Manistee

Patsy A. Jackson  
Notary Public; Manistee Co., MI  
My Commission Expires: 09-19-2013

THIS INSTRUMENT DRAFTED BY:  
Ford K. Stone (P41169)  
Manistee County Prosecuting Attorney  
415 Third Street  
Manistee, MI 49660  
231-723-7518

(E-6)

1/6/2010

Mr. Tom Kaminski

[tdkaminski@manisteecountymi.gov](mailto:tdkaminski@manisteecountymi.gov)

Tom;

The following are examples of language, or understanding that Onekama Marine is comfortable with and is a condition of sale. These could be incorporated into a statement/agreement etc.

\* Upon the sale of the Manistee County Fairgrounds, Onekama Marine would receive the above mentioned signage area directly east of M-22 at no charge. This area encompasses an area which extends North and South at the West end of Lot # 41 and extends from the M-22 right of way 75' feet East.

Or –

\* As per the following condition of sale of Lots #38, #39, #40 and #41 in the D. Hugh Kenny Subdivision in Onekama, the signage area of Onekama Marine is to be excluded from the sale of the property to Manistee County. It extends 75' feet east from the M-22 right of way and extends North and South across Lot # 41.

Or –

\* The following "Condition of Sale", re: "Sign Area" of Lots #38-41 allows Onekama Marine to use this portion of Lot # 41 for 100 years or upon sale of the entire Manistee County Fairgrounds property in Onekama. If sold the ownership of this property reverts back to Onekama Marine at no cost to them

Or –

\* As a condition of sale the following language is acceptable to Manistee County and will remain in force as long as Onekama Marine remains in business; that Onekama Marine has the exclusive right to use the West end of Lot #41 in an area from the M-22 right of way and extending 75' East. This area extends North and South at the 75' mark and borders John Street to the South.

Tom, I hope this helps as we'd like to do this with as little complication as possible. We appreciate your cooperation.

Best Wishes,

Jim Mrozinski

JM/jh